

**HARYANA REAL ESTATE REGULATORY AUTHORITY
PANCHKULA**

**Complaint No. : 1086/2018
Date of Hearing : 7.02.2019
Hearing : 2nd**

Sunil Tiwari

.... Complainant

Versus

Parsvnath Developers Pvt. Ltd.

....Respondent

CORAM :

Sh. Anil Kumar Panwar , Member
Sh. Dilbag Singh Sihag , Member

APPEARANCE :

Sh. _____ Counsel for complainant
Smt. Ruplali Shekhar Verma , Counsel for Respondent

ORDER :

1. Complainant's case in brief is that he has booked a villa in project named "Elite villas" in Dharuhera on 31.05.2008. Afterwards, a villa buyer agreement was executed between the parties on 02.06.2008. In pursuance of that

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he has paid Rs. 37,49,400/- against total consideration of Rs. 44,10,000/-. As per the agreement possession was to be delivered within 24 months from the date of start of construction but till date no possession has been offered. Aggrieved by this, the complainant has approached this Authority seeking refund of entire paid amount along with interest.

2. The respondent in his reply has admitted the facts alleged by the complainant. However, it has been mentioned in reply that the delay in delivery possession has been caused due to pendency of his application for renewal of license at the level of the competent Authority.
3. Today, parties argued the matter and complainant's counsel stated that time prescribed for delivery of possession had lapsed way back in June,2010 meaning thereby delay of more than 8 years has been occurred. In these circumstances, he has been forced to withdraw from the project.
4. On the other hand, respondent's counsel submitted that the Respondent company has already offered fit out



possession to some other buyers in this very project and he will be in position to deliver the villa in dispute to the complainant in next six months. Further, learned counsel for respondent submits that respondent company is ready to pay compensation as per the agreement for delay in offering possession from the date on which prescribed period lapsed.

5. Arguments heard and in the light of written submissions and oral arguments, the Authority is of considered opinion that since respondent company undertakes to deliver possession along with delay compensation as per provisions of the statute within 6 months showing bonafide intention on its part and fit out possession in the same very project has already been offered to some buyers, It does not seem to be a fit case for refund. So, relief of refund is denied to the Complainant. However the complainant is entitled to delay compensation as per Rule 15 of Haryana Real Estate (Regulation and Development) Rules .



6. Further, the Authority deems it proper and necessary to accept the respondent's request of allowing him 6 months more time to complete the villa and offer possession of the same, failing which complainant is entitled to claim interest to be paid @ 14% p.a. from the date of receipt of various payments .

Case is disposed off in the abovesaid terms and file be consigned to the record room.

Dillbag Singh Sihag
Member

Anil Kumar Panwar
Member